

# **INTERAGENCY AGREEMENT**

BETWEEN

## **STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

ECOLOGY AGREEMENT NO. C0800XXX

AND

## **WASHINGTON STATE PARKS AND RECREATION COMMISSION**

PARKS AGREEMENT NO. IA 709-060

**THIS AGREEMENT** is made and entered into by and between the Washington State Department of Ecology, hereinafter referred to as "Ecology" and the Washington State Parks and Recreation Commission hereinafter referred to as "WSPRC."

**IT IS THE PURPOSE OF THIS AGREEMENT** to help Ecology facilitate providing funds from the State Toxics Control Account, as authorized by the state legislature, to WSPRC for wastewater and clean water improvement projects at Illahee, Fort Flagler, and Larrabee State Parks. Project descriptions are detailed in Attachment "A", a schedule of expenditures is detailed in Attachment "B" and attached hereto and incorporated herein by reference.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

### **STATEMENT OF WORK**

WSPRC shall furnish the necessary personnel, equipment, material, and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein. Note that project totals in Attachment "A" are only estimates and WSPRC may reallocate individual project budgets with notification to Ecology. WSPRC will also use a portion of the compensation in this agreement for standard program management, project management, and project administration in addition to costs of design, permitting, and construction.

### **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed last by either of the parties, and be completed no later than June 30, 2009, unless terminated sooner as provided herein.

## **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **Two Million, One-Hundred Thousand, and No/100ths Dollars (\$2,100,000.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

Compensation for service(s) shall be based on WSPRC actual costs to complete the projects set forth in Attachment "A" and in accordance with the estimated budget breakdowns per project set forth in Attachment "A". WSPRC will be reimbursed for all costs on the projects in Attachment "A" that WSPRC has previously paid from WSPRC funding prior to the effective date of this agreement.

## **BILLING PROCEDURE**

WSPRC shall submit a progress report and invoices with a state invoice voucher (A-19) no more often than quarterly to Ecology. Payment to WSPRC for approved and completed work will be made by warrant or account transfer by Ecology within 30 (thirty) days of receipt of a properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 (thirty) days after the expiration date or the end of the fiscal year, whichever is earlier.

## **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the State of Washington. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **TERMINATION**

This agreement may only be terminated for cause, or lack of adequate available funding in the Ecology Toxics Control Account.

### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 (fifteen) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

### **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

### **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

### **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

### **CONTRACT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The contact Managers for Ecology are: Joan Clark, Financial Manager, (360) 407-6570; Dave Dougherty, Project Engineer/SWRO, (360) 407-6278; and Ken Zeibart, Project Engineer/NWRO, (425) 649-7164.

The contact Manager for WSPRC is: Terri L. Heikkila, Special Projects Program Manager, (360) 902-8640.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**State of Washington  
Department of Ecology**

**Washington State Parks  
and Recreation Commission**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature - Larry Fairleigh

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Assistant Director, WSPRC  
Title Date

APPROVED AS TO FORM:  
ATTORNEY GENERAL'S OFFICE

## Attachment A

Attachment A				
Region	Park	Project	Justification	Cost
NW PS	Larrabee	Additional funding to complete construction of a new park-wide collection and treatment wastewater system	The wastewater system is outdated and in need of replacement. Funding was received in 08 Supplemental, insufficient to complete the project.	\$501,000.00
	Illahee	Additional funding to complete construction of a new park-wide collection and treatment wastewater system	The wastewater system is outdated and in need of replacement. Funding was received in 08 Supplemental, insufficient to complete the project.	\$849,000.00
NW	Fort Flagler	Additional funding to complete construction of a new collection and treatment wastewater system for the Historic District of the Park.	The drainfield has failed. Funding was received in 08 Supplemental, insufficient to complete the project.	\$750,000.00
			<b>Total</b>	<b>\$2,100,000.00</b>

## Attachment B

### Estimated Expenditure Schedule

	Larrabee					Illahee				
	Permits	Design	Construction	Admin	Billing	Permits	Design	Construction	Admin	Billing
<u>Month</u>										
July										
August										
Sept										
Oct					-					-
Nov										
Dec										
Jan					-					-
Feb										
Mar										
Apr					-					-
May										
June										
July					-					-
August										
Sept										
Oct			200,000		-			200,000		-
Nov			200,000					200,000		
Dec			101,000					200,000		
Jan					501,000			249,000		600,000
Feb										
Mar										
Apr					-					249,000
May										
June										
July					-					-
<b>Total</b>	-	-	<b>501,000</b>	-	<b>501,000</b>	-	-	<b>849,000</b>	-	<b>849,000</b>

	Fort Flagler									
	Permits	Design	Construction	Admin	Billing	Permits	Design	Construction	Admin	Billing
<u>Month</u>										
July										
August										
Sept										
Oct					-					-
Nov										
Dec										
Jan					-					-

Feb										
Mar										
Apr					-					-
May										
June										
July					-					-
August										
Sept										
Oct			200,000		-					-
Nov			200,000							
Dec			200,000							
Jan			150,000		600,000					-
Feb										
Mar										
Apr					150,000					-
May										
June										
July					-					-
<b>Total</b>	-	-	<b>750,000</b>	-	<b>750,000</b>	-	-	-	-	-